

## EXHIBIT C

**AGREEMENT**

Between the

**CHIEF JUSTICE FOR ADMINISTRATION AND MANAGEMENT**  
of the  
**TRIAL COURT**  
of the  
**COMMONWEALTH OF MASSACHUSETTS (EMPLOYER)**

and the



**NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES  
SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 5000**

**Covering Probation Officers  
and  
Court Officers  
and  
Associate Court Officers**

Effective July 1, 2004  
Expiring June 30, 2007

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**Recognition**

**Section 1.01** The Employer recognizes the Union as the exclusive collective bargaining representative of all full-time and regular part-time probation officers, court officers, including court officers in the Middlesex Superior and Suffolk Superior Courts, and associate court officers but excluding all Chief Probation Officers, all Chief Court Officers, all Assistant Chief Court Officers of the Middlesex Superior and Suffolk Superior Courts, and all managerial, confidential, temporary and casual employees as determined by M.G.L. c. 150E.

**ARTICLE II****Temporary Service in a Higher Level Position**

**Section 2.01** An employee pursuant to designation, including a Probation Officer designated in accordance with G.L. c. 276, s. 83, who is performing temporary service in a position classified in a Job Group higher than the Job Group of the position in which he/she performs regular service, other than for the purpose of filling in for an employee on vacation, sick leave or compensatory time, shall commencing with the fourteenth calendar day of actual service in such higher position, be compensated for such service at the rate to which he/she would have been entitled had he/she been promoted to such position. A vacant higher level Court Officer position (Assistant Chief Court Officer or Chief Court Officer) may be filled temporarily provided the vacant higher level position is (1) authorized by the General Laws of the Commonwealth and (2) funded by the Legislature.

A temporary assignment involving the payment of a higher salary rate to an employee as described above requires the employee's immediate manager to obtain the written approval of the Chief Justice for Administration and Management prior to such an assignment being made. No assignment or payment shall be made without the prior written approval of the Chief Justice for Administration and Management.

**Section 2.02** The Selection of a Probation Officer or Court Officer to perform the temporary service in such higher position shall be made in accordance with the seniority provisions of ARTICLE XX herein.

The Selection of an Associate Court Officer to perform the temporary service

accordance with the seniority provisions of ARTICLE XX herein.

**Section 2.03** The Employer specifically reserves the right not to assign temporary service in a position, and nothing in the Agreement shall be construed as a limitation on that right.

**ARTICLE III****Payroll Deduction of Union Dues**

**Section 3.01** The Union shall have the exclusive right to the checkoff and transmittal of Union dues on behalf of each employee.

**Section 3.02** An employee may consent in writing to the authorization of the deduction of Union dues on a bi-weekly basis from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer, shall bear the signature of the employee and indicate the amount to be deducted. An employee may withdraw his/her Union dues checkoff authorization by giving at least 60 days' notice in writing to the Employer.

**Section 3.03** The Employer shall deduct dues from the pay of employees who request such deduction in writing in accordance with this ARTICLE and transmit such funds to the treasurer of the Union together with a list of employees whose dues are transmitted, provided that the State Treasurer is satisfied by such evidence that he/she may require that the treasurer of the Union has given to the Union a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his/her duties in a sum and with such surety or securities as are satisfactory to the State Treasurer.

**Section 3.04** The Union shall indemnify the Employer, its authorized agents and the Commonwealth for any and all liabilities or damages incurred in complying with this ARTICLE. The Union shall defend any administrative or court litigation concerning the implementation of this ARTICLE including termination of an employee for nonpayment of dues and that the Employer shall have no obligation to defend such termination.

**ARTICLE IV****Payroll Deduction of Agency Service Fee**

ty issuing payrolls to deduct a service fee from an employee's earned wages and to transmit such deduction to the Union, as designated by the Union in writing to the Employer, provided the Employer is in receipt of the following:

- A. Written authorization by the employee to make the deduction of a service fee on a monthly basis from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw his/her service fee authorization by giving at least 60 days' notice in writing to the Employer, but shall be required to pay a service fee as a condition of employment as set forth in General Laws Chapter 150E.
- B. Certification by the Union that this collective bargaining Agreement has been formally executed pursuant to the provisions of General Laws Chapter 150E, Section 12.

**Section 4.02** The amount of such service fee shall be equal to the amount required to become a member, and remain a member in good standing of the Union. Nonunion member employees shall not be required to pay a service fee until this Agreement has been formally executed pursuant to a vote of a majority of all employees in such bargaining unit present and voting.

**Section 4.03** The Union shall indemnify the Employer, its authorized agents and the Commonwealth for any and all liabilities or damages incurred in complying with this ARTICLE. The Union shall defend any administrative or court litigation concerning the implementation of this ARTICLE including termination of an employee for nonpayment of agency fee, and that the Employer shall have no obligation to defend such termination.

## ARTICLE V

### Grievance Procedure

**Section 5.01** A grievance for purposes of this Agreement is a written dispute concerning the application or interpretation of the terms of this Agreement. The term "grieved manager" as used in this ARTICLE is the manager whose specific decision is the subject of a grievance.

**Section 5.02** All grievances shall be in writing, signed by the aggrieved employee(s) and/or the Union on a form agreed upon by the Union and the requesting arbitration to the American Arbitration Association or an

and remedy sought, and identification of ARTICLE(S) of this Agreement alleged to have been violated.

**Section 5.03** A matter brought by an employee in a lawsuit or complaint before an administrative agency shall not also be the subject of a grievance under this ARTICLE.

**Section 5.04** Grievances shall be settled in the following manner:  
 Step 1 The aggrieved employee(s) and/or the Union representative shall submit the grievance in writing to the aggrieved employee's immediate manager or the grieved manager not later than 20 workdays after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was reasonable basis for knowledge of the occurrence.

The immediate manager or grieved manager shall hold a meeting within 10 workdays of the date the written grievance was received by the manager in this Step and shall issue a written decision on the grievance form within 10 workdays of the Step 1 meeting.

Step 2 In the event that the matter is not resolved at Step 1, the employee and/or the Union shall submit the written grievance to the Director of Security or his/her designee or the Commissioner of Probation or his/her designee, as appropriate, not later than 10 workdays after the date on which the immediate manager gave his/her decision in Step 1. The Step 2 manager shall hold a meeting and shall issue a written decision on the grievance form within 10 workdays of the Step 2 meeting. Step 3 In the event the matter is not resolved at Step 2, the aggrieved employee(s) and/or the Union representative shall submit the written grievance to the Director of Human Resources within 10 workdays after the date the Step 2 decision was received at the Union office. The Director of Human Resources or designee shall hold a meeting with the authorized Union representative within 15 workdays following the date the written grievance was received at this Step.

Step 4 If the grievance has not been settled at Step 3, it may be submitted to arbitration in the following manner: Within 20 workdays after receiving the Step 3 response at the Union office, the Union, and not the aggrieved employee(s), shall provide written notice to the other party by

requesting arbitration to the American Arbitration Association or an

no power to add to, subtract from, or modify any provision of this Agreement or to issue any decision or award inconsistent with applicable law or which interferes in any way with normal operations of the Courts. The decision or award of the arbitrator shall be final and binding in accordance with Massachusetts General Laws Chapters 150C and 150E.

**Section 5.05** All fees and expenses of the arbitrator shall be shared equally by the parties. Each side shall pay the cost of the preparation and presentation of its own case.

**Section 5.06** Any Step or Steps in the grievance procedure, as well as time limits prescribed at each Step of this grievance procedure, may be waived by mutual agreement of the parties. However, if the Union fails to exhaust remedies under this procedure or to abide by the time limits with respect to each Step, the grievance shall be deemed abandoned.

**Section 5.07** The Employer agrees to compensate an employee and/or an employee Union representative presenting a grievance for reasonable time required to be spent on their own shifts during regular work hours in investigating or presenting grievances pursuant to **Steps 1, 2, 3 and 4**, at their regular base rate of pay not including overtime. Time required to investigate or present a grievance shall not be unreasonably denied. The Employer will not pay Union representatives or employees for time spent in connection with grievances on shifts other than their own or outside of their regular working hours.

**Section 5.08** In the event an employee is discharged and elects to file a written grievance pursuant to this ARTICLE, such grievance shall be submitted directly to **Step 3** of the grievance procedure herein as the initial Step of the procedure.

**Section 5.09** Pursuant to the provisions of G.L. c. 150E, an employee may present a grievance to the Employer and have such grievance heard without intervention by the Union provided that the Union is afforded the opportunity to be present at such conferences and that any adjustment made shall not be inconsistent with the terms of the Agreement.

**Holidays**  
**Section 6.01** The following days shall be holidays for employees as defined in G.L.c. 4, s.7:

NEW YEAR'S DAY  
 MARTIN LUTHER KING DAY  
 WASHINGTON'S BIRTHDAY  
 PATRIOTS' DAY  
 MEMORIAL DAY  
 INDEPENDENCE DAY  
 LABOR DAY  
 COLUMBUS DAY  
 VETERANS' DAY  
 THANKSGIVING DAY  
 CHRISTMAS DAY  
 EVACUATION DAY\*  
 BUNKER HILL DAY\*

\*Only in Suffolk County

**Section 6.02** All holidays shall be observed on the Commonwealth's legal holidays unless an alternative day is designated by the Employer.

**Section 6.03** An employee, to be eligible for holiday pay, must actually work his/her last regularly scheduled workday before the holiday and his/her first regularly scheduled workday after the holiday. However, for purposes of this ARTICLE, an employee who does not actually work the last regularly scheduled workday before the holiday and/or his/her first regularly scheduled workday shall not receive holiday pay unless his/her absence is authorized and approved with pay by his/her immediate manager, as appropriate.

**Section 6.04** When a holiday occurs on a day that is not an employee's regular workday, he/she shall be entitled to one alternate day off with pay within 6 months following the holiday, to be taken at a time approved by the immediate manager.

**Section 6.05** An employee who is granted sick leave for a holiday on which he/she is scheduled to work shall not receive a compensatory day off for that holiday.

**Section 6.06** An employee required to work on a holiday shall receive an alternate day off with pay within 6 months following the holiday, to be taken at a time approved by the immediate manager.

**Section 6.07** An employee not entitled to Evacuation Day (March 17) and Bunker Hill Day (June 17), as legal holidays, and who is scheduled to work on such a holiday, shall be entitled to a day off with pay, within 6 months following the holiday, to be taken at a time approved by his/her immediate manager. Additionally, an employee who is not scheduled to work on aforesaid holidays shall be entitled to a day off with pay, within 6 months following the holiday, to be taken at a time approved by his/her immediate manager.

However, as far as possible, the immediate manager will grant such days off at a time most desirable to the employee considering (1) the operational needs of the Court, and (2) the length of service as defined in **ARTICLE XX - Seniority.**

**Section 6.08 Pro-rated holidays for part-time employees** Part-time employees will earn holiday pay in the same proportion that their service bears to full-time service. Part-time employees who are scheduled but not required to work on a holiday and would receive less in holiday pay than in regular pay for the hours they were regularly scheduled to work may use other available leave time, or upon the request of the employee and the approval of the immediate manager, may make up the difference in hours that same workweek. When a holiday occurs on a day that is not an employee's regular workday, he/she shall receive a pro-rata amount of compensatory time off with pay within 6 months following the holiday to be taken at a time approved by the immediate manager.

An employee who is on leave without pay or absent without pay for that part of his/her scheduled workday immediately preceding or immediately following a holiday that occurs on a regularly-scheduled workday for which the employee is not required to work shall not receive holiday pay for the holiday.

## ARTICLE VII

### Vacation

**Section 7.01** A full time employee who has successfully completed the pro-

term of this Agreement as follows:

- A. Less than four years and six months of employment, at the rate of 2.885 hours for each bi-weekly pay period of service up to a maximum of 75 hours (10 days).
- B. At four years and six months, but less than nine years and six months of employment, at the rate of 4.327 for each bi-weekly pay period of service, but not exceeding 112.5 hours (15 days) per year.
- C. At nine years and six months but less than 19 years and six months of employment, at the rate of 5.769 hours for each bi-weekly pay period of service, but not exceeding 150 hours (20 days) per year.
- D. Effective July 1, 1981 at 19 years and six months of employment, at the rate of 7.211 hours for each bi-weekly pay period of service, but not exceeding 187.5 hours (25 days) per year.
- E. An employee's entitlement to vacation shall be determined by his/her date of hire by the Judiciary or the official recorded date of hire into State service, whichever date is earlier, provided there has not been any break in employment of five years or more. (Periods of employment preceding a break in employment of five years or more shall not count for purposes of determining vacation entitlement of an employee.) Subject to all of the terms and conditions of this ARTICLE nothing herein is intended to limit the use of vacation earned and credited prior to July 1, 1981.

**Section 7.02** An employee hired prior to August 21, 1979 who has elected to receive the amount of vacation in accordance with the vacation policy in effect and applicable to him/her in Fiscal Year 1979 may subsequently elect to be covered by **Section 7.01** to be effective at the beginning of a fiscal year. An employee shall submit such election in writing to his/her immediate manager, with a copy to the Human Resources Department, Office of the Chief Justice for Administration and Management, no later than 60 days prior to July 1 in the fiscal year before said change to **Section 7.01** is to be effective. Once an employee is covered or elects to be covered by **Section 7.01**, he/she cannot change to any other vacation policy. Employees hired on and after August 21, 1979 shall be covered by **Section 7.01**.

**Section 7.03** Employees hired after the first day of the pay period of a month shall receive vacation credit on a pro-rata basis.

**Section 7.04** Vacation accrual shall be credited at the end of each pay period and shall be reduced on a pro-rata basis for any time on leave without pay during that pay period.

**Section 7.05** A less than full-time employee will accrue vacation in the same proportion that his/her part-time regularly scheduled workweek bears to the regularly scheduled workweek of a full-time employee, and subject to the provisions of this ARTICLE.

**Section 7.06** The employee's immediate manager shall grant time off for vacation as accrued, credited vacation becomes available and, as far as possible, grant vacation at a time more desirable to the employee. Employees shall submit it in writing their dated requests for vacation time off for periods of one week or more at least 30 days prior to the date vacation is requested to begin. The immediate manager will respond to an employee's written request for vacation time off within ten workdays of the date he/she receives in hand the aforesaid request. The immediate manager will allocate vacation time off on the basis of (1) operating needs of the Court and (2) length of service as defined in ARTICLE XIX, Seniority. However, the final determination of when vacation is taken shall be determined by the immediate manager. Vacation may accrue only to the maximum earned in a two year period of employment.

Vacation time taken will not exceed the amount of unused credited vacation accrued to an employee. Up to a maximum of  $\frac{1}{4}$  of the annual vacation time or which an employee is eligible (rounded to the nearest whole day) under **Section 7.01** may be taken in increments of one-half a day (3.75 hours).

When a holiday (as contained in ARTICLE VI) falls during an employee's vacation period, the employee will receive one additional paid vacation day to be taken at a time mutually agreeable to the employee and his/her immediate manager.

**Section 7.07** Employees shall not be paid for accrued, credited vacation in lieu of time off, except when their employment terminates as follows:

- A. voluntary terminations and employee gives his/her immediate manager four calendar weeks' written notice prior to termination date;
- B. layoff;

**Section 7.08** Vacation pay due shall be paid to the surviving beneficiary(s) legally designated by the employee under the State's retirement system, or if there is no such beneficiary, to the estate of the deceased employee;

- D. retirement;
- E. entrance into the armed forces of the United States.

Employees eligible for vacation, whose employment terminates as stated above, shall receive vacation pay in lieu of time off for accrued, credited vacation as determined by this ARTICLE. Vacation time shall be credited on a pro-rata basis for the pay period in which termination occurs.

**Section 7.08** Only authorized and approved absences with pay will count as continuous, full-time credited service for purposes of determining accrued, credited vacation, as provided for in paragraph 7.01, upon an employee's return to work, unless specified otherwise in this Agreement.

**Section 7.09** Employees, in pursuance of their faith, wishing to take time off for religious observances on days other than legal holidays may take vacation time upon at least five days' prior notice to their immediate manager.

## ARTICLE VIII

### Union Representation

**Section 8.01** Within 60 days after this Agreement is signed the Union will furnish the Employer with a complete list of names of individuals, including stewards designated to represent employees, specifying the jurisdiction and location of each named individual, and shall thereafter keep such list current.

**Section 8.02** Except as otherwise provided herein, Employer representatives shall deal exclusively with the Union designated individuals as per Section 8.01 above in the processing of grievances or any other aspect of contract administration.

**Section 8.03** Union Access to Premises Union representatives shall be permitted to have access to the premises of the Employer for the purpose of discussing official Union business, including grievances, provided that (1) there is no disruption of operations or security, (2) requests for such access will be made in advance to the appropriate authority, and (3) they give notice of their presence to the First Justice/Department Head or his/her designee immediately upon

Section 8.04 Union Representatives Union representatives, including stewards, shall obtain prior permission from their immediate manager to leave their work assignments in order to properly and expeditiously carry out their duties in connection with the Agreement. Before contacting an employee, the Union representative will first obtain permission to see the employee from the employee's immediate manager, and such permission, depending on operations and security, will not be unreasonably denied. All Union representatives shall investigate grievances and conduct other necessary official Union business at a time when employees involved are not working overtime hours.

Upon completion of such duties, Union representatives, including stewards, will report back to their immediate manager and return to their job and will suffer no loss of pay or other benefits as a result thereof.

**Section 8.05 Union Leave of Absence** Leaves of absence without loss of wages, benefits, or other privileges to attend meetings, conventions, and executive board meetings of the local, city, state, regional and parent organizations may be granted to the Union officers, stewards and elected delegates of the Union. Requests for such leaves will be submitted by the Union to the Director of Human Resources in writing at least 21 days prior to the commencement date of said leave. Such leave will require prior written approval of the Director of Human Resources. The aforesaid 21 day notice may be waived in writing by mutual agreement of the parties.

Time off without loss of wages, benefits or other privileges shall be requested in writing of and may be granted by the Director of Human Resources to Union negotiating committee members for the attendance at negotiations and related Union caucuses.

**Section 8.06 Unpaid Union Leave of Absence** Upon request by the Union, an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one year and may be extended for one additional period of one year or less at the request of the Union. Such requests for leave and extensions thereof will be submitted by the Union to the Director of Human Resources in writing at least 30 days prior to the commencement date of said leave. Advance

absence or the extension thereof.

**Section 8.07 Attendance at Hearings** Representatives and officers of the Union may be granted leaves of absence without loss of pay to attend hearings before the Legislature and State agencies concerning matters of importance to the Union. Requests for such leave will be submitted by the Union in writing to the Director of Human Resources at least one workday prior to the commencement date of said leave. Such leave will require prior approval of the Director of Human Resources.

**Section 8.08 Orientation** Where the Employer provides an orientation program for new employees, one-half hour shall be allotted to the Union and to the new employees; at which time a Union representative may discuss the Union with the employee.

## ARTICLE IX

### Probationary Period

**Section 9.01** The Employer shall have six consecutive calendar months from the commencement of permanent employment within the bargaining unit, or from the date of permanent promotion, within which to determine the employee's competency to perform and satisfy all the requirements of the position. Time not actually worked shall not count toward satisfying the six month probationary period. A current probation officer hired into a probation officer position in another court shall not serve an additional probationary period.

**Section 9.02** Newly hired employees whose performance is deemed unsatisfactory during the probationary period will be terminated prior to the expiration of said period at the sole discretion of the First Justice/Department Head, and such action is without right of appeal or subject to the grievance procedure or seniority provisions of this Agreement.

Newly hired employees, while in the probationary period, shall be eligible to take vacation at the discretion of the immediate manager. The probationary period, upon its completion, shall count in determining eligibility for benefits. A probationary period will be deemed satisfactorily completed unless the employee's services have been terminated by his/her appointing authority before the completion of the probationary period of 6 consecutive calendar

**Section 9.03** Promoted employees whose performance is deemed unsatisfactory during the probationary period at the sole discretion of the appointing authority shall be returned to the position from which they were promoted or offered a similar position as that from which they were promoted. Such action is without right of appeal or subject to the grievance procedure or seniority provisions in this Agreement.

**Section 9.04** The above Sections of this ARTICLE do not apply to employees whose employment or appointment status is other than permanent.

The probationary period for such employees shall be the length of time they are serving in a temporary or acting capacity, but not less than six consecutive calendar months. Newly hired employees may be terminated while serving in a temporary capacity at the sole discretion of the appointing authority and such action is without right of appeal or subject to the grievance procedure or seniority provisions of this Agreement. Newly hired temporary employees, during their six month probationary period, shall be eligible to take vacation at the discretion of the immediate manager.

Employees in an acting capacity shall be returned to their former permanent position either upon completion of such assignment or at a time determined at the discretion of the appointing authority, and such action is without right of appeal or subject to the grievance procedure or seniority provisions of this Agreement.

**Section 9.05** An employee's probationary period may be extended for a period not to exceed six additional months by agreement of the immediate manager, the Union representative and the employee.

## ARTICLE X Compensation

**Section 10.01** Employees will be classified in Job Groups and paid in accordance with the salary schedules below. Job Groups will be as follows:

### **A.** Probation Officers:

<u>Job Group</u>	<u>Position Title</u>
1A	Associate Probation Officer

In the event an employee is denied a step rate increase, he/she shall be given a written statement of the reasons therefore not later than five days preceding the

1 Probation Officer  
2 Assistant Chief Probation Officer, Probation Officer-in-Charge and Day Reporting Center Probation Officer  
3 First Assistant Chief Probation Officer

### **B.** Court Officers:

(ARTICLE X in its entirety does not apply to Per Diem Court Officers. Per Diem Court Officers covered by this Agreement are paid in accordance with ARTICLE XXVII herein.)

<u>Job Group</u>	<u>Position Title</u>
1	Court Officer I
1A	Court Officer II
2	Assistant Chief Court Officer and Court Officer in Charge

### **C.** Associate Court Officers:

<u>Job Group</u>	<u>Position Title</u>
1	Associate Court Officer
1A	Associate Court Officer II
2	Associate Court Officer Supervisor

**Section 10.01C** The parties agree to amend the salary schedule for employees as attached and marked Appendix A (Probation Officers and Associate Probation Officers), Appendix B (Court Officers), Appendix C (Associate Court Officers), and Appendix D (Probation Officer II).

**Section 10.02** An employee will advance to the next higher salary Step in his/her level after each 12 months of creditable service in a Step until the maximum salary rate is reached unless said increase is denied by the immediate manager. A step rate increase will become effective on the employee's 12th month anniversary date. Time off the payroll such as leaves of absence without pay is not creditable service for the purpose of step rate increases unless such unpaid leave is for worker's compensation (pursuant to Section 13.11), maternity leave, medical leave or FMLA Leave pursuant to Section 13.02A.

- ment (hire) as a Probation Officer is to be effective.
5. Prior allied service will result in a higher step rate up to a maximum of Step 4 Job Group 1 as follows:

<u>PRIOR ALLIED SERVICE</u>	<u>STEP</u>
2 years but less than 3 years	2
3 years but less than 4 years	3
4 years and more	4

A salary step higher than Step 1 when approved by the Chief Justice for Administration and Management shall become effective on the date the applicant's appointment (hire) as a Probation Officer is effective. An individual to be considered for allied service credit shall submit a written "Application For Allied Service Credit" form (Form) to the department head for said credit at the time he/she submits his/her Application for Employment for the position of Probation Officer. The form with instructions will be prepared by the Office of the Commissioner of Probation and distributed to department heads. The department head shall submit an individual's completed form to the Commissioner of Probation as part of the Appointment (employment) Documentation.

6. Prior allied service credit and a higher salary step will be determined by the Commissioner of Probation. Accordingly, the Commissioner of Probation will make a written recommendation to the Chief Justice for Administration and Management who will approve or disapprove said recommendation. The decision of the Chief Justice for Administration and Management shall be included in the approval of appointment (hire) letter to the department head with a copy to the prospective Probation Officer.
7. An employee whose request for allied service credit has been denied may file a grievance on said denial pursuant to the provisions of ARTI-CLE V of the collective bargaining Agreement except that (1.) aforementioned grievance shall be filed within 20 calendar days from the date the employee completes his/her probationary period pursuant to ARTI-CLE IX of the collective bargaining Agreement, (2.) grievance shall be filed directly with the Commissioner of Probation, and (3.) an arbitrator shall have no power or authority to award a grievant an interest payment. A grievance not filed for any reason within the aforesaid 20 calendar day period shall be deemed abandoned.

**Section 10.03** When an employee is promoted to a position in a higher Job Group, the employee's new salary rate shall be the next higher step rate in effect at the time of promotion in the higher Job Group, but not less than the difference between the employee's present step rate and his/her next higher step rate in his/her Job Group immediately prior to promotion.

**Section 10.04** Employees who are newly appointed (hired) will be paid at the Step One rate of the Job Group in which their position title is classified, except that the following terms and conditions shall apply in the Employer's determination of prior allied service experience for the sole purpose of establishing an annual salary rate higher than the Step 1 salary rate for Job Group 1 for an individual to be appointed (hired) to the position of Probation Officer under G.L. c. 276 s. 83. An individual to be appointed (hired) to the position of Probation Officer under G.L. c.276 s. 89 is not eligible for allied service credit.

#### TERMS AND CONDITIONS:

1. Prior allied service is defined as full-time compensated employment in the delivery of human services, including therein criminal justice, social welfare and the behavioral sciences.
- Allied Service credit shall be granted only in instances where job performance required demonstrated competence in one or more of the following responsibilities: investigations, case supervision, mediation, surveillance, counseling and case management.
- Formal or informal education shall not be substituted in lieu of the required prior allied service described in Item 1. above.
- The minimum work experience required for the Probation Officer position shall not also count as prior allied service experience for the purpose of qualifying for a higher step rate.
- Prior allied service employment must have been obtained within five consecutive calendar years immediately prior to the date of appointment (hire) as a Probation Officer in order to qualify as allied service for the purpose of obtaining a higher step rate.
- The actual annual base salary received by the applicant in his/her most recent position held which qualifies for allied service credit as described herein must be greater than the annual base salary rate in effect for a Probation Officer in Job Group 1 Step 1 on the date his/her appoint-

board designated for the purpose of posting notices regarding matters of official Union business and job postings. The notices may remain posted for a reasonable period of time. Such designated bulletin boards shall be reasonably accessible to employees.

Court Officer position shall be deemed to be newly appointed (hired) on the effective date of his/her permanent appointment and paid at the Step 1 rate of the Job Group in which his/her position is classified above. Any prior employment with the Judiciary or any other branch of State or local government (any public entity) shall not increase the Step 1 starting salary for any newly appointed (hired) permanent Probation Officer or Court Officer or a Per Diem Court Officer other than as specified above.

#### **Section 10.05 Requirements for Court Officer II Position Reclassification**

here shall be two Court Officer positions:

Court Officer I

Court Officer II  
A. Court Officer II shall be paid in accordance with Appendix B and it shall not be a posted position.

B. The Court Officer II position requires the following:

1. A minimum of an Associate's Degree, or the completion of 60 credit hours of college level courses; and
  2. The completion of 5 years of experience as a Court Officer I for all Court Officers hired prior to July 1, 2000; the completion of 7 years of experience as a Court Officer for all Court Officers hired after July 1, 2000.
- the prior contract, covering the period July 1, 2000 to June 30, 2003, contained one-time special transition requirements for reclassification to the position of Court Officer II which included reduced education and service requirements for Court Officers hired prior to March 4, 1999. Any Court Officer who satisfied those special transition requirements and was approved for reclassification to the Court Officer II position will continue as a Court Officer II so long as they perform the Court Officer II duties.
- C. Court Officer I's may apply for reclassification to the position of Court Officer II on the January 1st which precedes the anniversary date of his/her fifth/seventh year as a Court Officer, as applicable. The reclassification shall then become effective on the anniversary date.
- D. There shall be no retaliation against any Court Officer who declines to request reclassification to a Court Officer II.

#### **ARTICLE XI**

#### **Bulletin Boards**

#### **ARTICLE XII**

##### **Travel and Miscellaneous**

**Section 12.01** Subject to the availability of funds, all employees shall be reimbursed for the cost of transportation by airline, railroad, other common carrier or private automobile, when on official business for the Courts of the Commonwealth with the prior approval of the First Justice/Department Head/immediate manager.

- Section 12.02** Tourist accommodations shall be the standard mode of travel. First class accommodations may be authorized by the First Justice/Department Head/immediate manager only if tourist accommodations are unavailable.

**Section 12.03** Use of an individual's private automobile on official business for the Courts may be authorized by the First Justice/Department Head/immediate manager. The following rates shall apply:

- A. \$0.28 per mile from 7/1/04 - 6/30/05, increasing to \$0.38 effective 7/1/05, and to \$0.40 effective 11/1/05.
- B. Exact toll costs and parking costs (not to include parking tickets) shall be paid when essential and not a normal expense to the employee for the execution of official business, upon submission of a paid receipt.
- C. The above mileage reimbursement rate shall change to reflect any change made pursuant to G.L. c. 30, s. 25 or changes enacted by the General Court during the term of this Agreement.

**Section 12.04** When private vehicles are authorized by the First Justice/department head/immediate manager to transport prisoners, the employee shall be reimbursed \$0.06 per mile in addition to other applicable costs paid as set forth in Section 12.03 above.

**Section 12.05** Use of public transportation is encouraged whenever possible. Exact cost of fare will be reimbursed to the employee.

than their regularly assigned work location will be reimbursed at one mileage reimbursement rate in effect per Section 12.03 above when using their personal vehicles to commute to and from the temporary work location as follows:

Reimbursement shall be for the distance in excess of the round trip mileage from home to the temporary work location over the round trip mileage from home to the regular work location;

For example:

- 20 miles round trip home to temporary work location.
- 12 miles round trip home to regular work location
- 8 miles reimbursed.

**Section 12.07** Both the Employer and the Union recognize the existence of Chapter 512 of the Acts of 1978 by the General Court of the Commonwealth of Massachusetts to the extent determined to be applicable. The Union and the Employer further agree that the matter of extra liability insurance has not been addressed.

**Section 12.08** The Employer will request funds at the rate of \$25 per full-time employee equivalent to provide in-service training and educational programs for employees. Aforesaid training programs will be established and conducted as determined by the Employer.

**Section 12.09** A copy of job postings of vacant regular full-time bargaining unit positions will be forwarded to the Union's business office by the employer.

#### **Section 12.10 Assignments of Court Officers/Associate Court Officers**

**Section 12.10A Permanent Assignments** In the event the Trial Court intends to fill a position of Court Officer or Associate Court Officer by new hire only, the following procedure shall apply:

1. Each January, Court Officers and Associate Court Officers may submit to the Director of Security a list in writing of up to three (3) locations for which they would like to be considered for transfer.
2. Only when the Trial Court considers locations for new hires for the respective positions of Court Officer and Associate Court Officer, the

have indicated a preference, the most senior officer as appropriate will be assigned to that location. Prior to consulting the list, the Trial Court will provide a deadline for an officer to remove a preference from the list. This process of consulting the list will continue until a location is reached for which there is no preference listed, and that location will then receive the new hire.

3. A Court Officer or Associate Court Officer chosen for assignment under this section must abide by the choice on the list and may not change his or her mind after the appropriate match from the list is made for a period of one year. Such officer may submit a new list after the completion of the one year period.

#### **Section 12.10B Temporary Assignments**

1. The Employer reserves the right to determine Court Officer and Associate Court Officer staffing needs at particular Trial Court divisions or other locations, including the right to determine where shortages of personnel exist and where there are personnel to cover those shortages.
2. Where it has been determined that a Trial Court division or other location will provide Court Officer or Associate Court Officer personnel to cover shortages in another division or location, the Trial Court will select the individuals to be temporarily assigned based upon the following:
  - a. The Employer will first solicit volunteers from among the Court Officers or Associate Court Officers. When there are two or more volunteers for one position, the officer with the most seniority shall be temporarily assigned.
  - b. When there are no volunteers, such assignments shall be to the least senior officer in that division.
  - c. However, if a temporary transfer warrants a particular skill, the officer who has the ability to fulfill that need may be transferred.

**Section 12.11** A full-time employee who has completed his/her probationary period as set forth in **ARTICLE IX**, who enrolls in any State institution of high-

ceive remission or tuition as described herein. Such remission must be approved and authorized in advance by the Higher Education Coordinating Counsel in accordance with the Counsel's policies and procedures. Participation in educational courses as provided herein shall not in any way interfere with or occur during an employee's regular full-time work schedule as described in **ARTICLE XVII** herein.

1. Remission of full tuition for enrollment in a degree program.
2. Remission of one-half the tuition for enrollment in a continuing education program.

The Employer agrees to request Board of Higher Education approval of 100% tuition remission for employees, their spouses and their children.

For purposes of this **ARTICLE** a full-time employee is defined as an employee who works 37½ hours per week excluding meal periods and is carried on and paid from the 01 subsidiary account - salaries for permanent positions and a full-time Per Diem Court Officer as defined in **ARTICLE XXVII** herein.

Admission to courses and the remission or denial of remission of tuition shall be determined solely by and in the discretion of the Board. Any dispute or claim of benefit(s) arising directly or indirectly on the provisions of this **ARTICLE** shall not be the subject of the grievance or arbitration procedure as contained in **ARTICLE V** of this Agreement.

**SECTION 12.12** All employees who work less than full-time shall receive benefits on a pro-rata basis.

**SECTION 12.13 Performance Evaluation Program for Court Officers and Associate Court Officers** The parties agree to establish committees consisting of representatives of the Union and the Employer for the purpose of discussing administration and implementation of a performance evaluation program encompassing standards and the impact of such programs upon Court Officers and Associate Court Officers in the bargaining unit. Issues to be discussed by the joint committee may include, but are not limited to, the frequency, uses and appeal rights of the performance evaluation programs.

his agreement does not affect or prejudice the rights of either party with respect to any matters or issues subject to discussion by the joint committees.

**Section 12.14 HR/CMS Implementation** The parties agree to the following regarding the Commonwealth's Human Resources/Compensation Management System (HR/CMS):

Effective July 1, 1999, or on such a later date as may be determined by the Employer, all employees covered by this Agreement shall be paid on a bi-weekly basis;

Effective July 1, 1999, or on such a later date as may be determined by the Employer, salary payments shall be electronically forwarded by the Employer directly to a bank account or accounts selected by the employee for receipt.

To insure that any of the changes required by HR/CMS are introduced and implemented in the most effective manner, the Union agrees to support the Employer's implementation of HR/CMS and accepts such changes to business practices, procedures and functions as are necessary to achieve such implementation (e.g., the change from a monthly to bi-weekly payroll system). The Employer and the Union will establish a Joint Labor-Management Committee as necessary to discuss any issues of impact to the bargaining unit arising from the implementation of HR/CMS.

**Section 12.15 Associate Probation Officers** The Employer and the Union will establish a Joint Labor-Management Committee as necessary to discuss any changes in the job duties of Associate Probation Officers.

**Section 12.15A Associate Court Officers** The parties agree to form a labor-management committee to discuss training issues, to include verbal judo, CPR and first aid.

**Section 12.16 Legislation**

- A. Subject to legislative enactment, which the Employer agrees to support, the Commonwealth shall provide for legal representation and indemnification of bargaining unit employees from all costs arising from the defense of civil claims brought against them while they are engaged in the performance of their duties in accordance with the provisions of such legislation.
- B. Subject to legislative enactment, which the Employer agrees to support,

gible bargaining unit employees with 25 years of creditable service consistent with the provisions of such legislation.

- C. The employer agrees to support efforts to legislatively amend the provision of GL. c. 30, s.59, the so-called "assault pay" statute, to extend coverage to include situations where Court Officers and Associate Court Officers are injured by others in connection with providing custody to prisoners. Unless and until such legislation is enacted, the parties agree to the expand assault pay benefits as follows:

Where a member of the bargaining unit is physically incapacitated from performing his or her duties due to a physical assault by someone other than a prisoner in his or her custody while in the performance of his or her duties, the Trial Court will pay the difference between the workers' compensation benefit and the employee's regular salary using sick leave from a paid leave bank into which the Trial Court will make an initial donation of 500 days. Should additional days be needed for the Bank, they shall come in part from donations made by bargaining unit members, similar to what is currently done with the Paid Leave Bank. The Trial Court will match those days contributed by bargaining unit members up to 500 days annually.

#### Section 12.17 Joint Labor-Management Committees

- A. For Probation Officers: There shall be formed a labor-management committee to examine the possibility of amending Section 17.08 (part-time and alternative work schedules) of the parties' collective bargaining agreement.

B. For Court Officers: There shall be formed, (1) a labor-management committee to recommend the physical fitness standards required for the new position of Court Officer II; compensation for temporary service in a higher grade; use of and training for OC Spray; the issue of compensatory time and the issue of paid administrative leaves, and (2) a labor management committee to examine the issues concerning the police powers of court officers contained in GL. ch. 221, s.70A and to ensure that there are clear guidelines and policies for the exercise of such powers.

training or other such programs shall be given to all employees in the bargaining unit.

- C. The 1999 Indemnity The parties recognize that GL. c. 258, s. 2 and s. 9 provide for representation by the Attorney General in certain lawsuits, and possible indemnification in the case of liability. In such cases, the Chief Justice for Administration and Management shall take appropriate action to refer a request for representation to the Attorney General for representation in accordance with the provision of GL. s.258.

**Section 12.20 Promotion Committee** The parties agree to establish a labor-management committee to discuss the promotion process for all probation officers covered by this agreement, to include the feasibility of incorporating a testing component as part of the evaluation process. The Committee shall be established following the completion of the review of probation standards currently being conducted by the OCP.

**Section 12.21 Case Management Committee** During the term of this agreement, the parties agree to establish a labor-management committee to discuss issues concerning caseload management.

**Section 12.22 Any Associate Court Officer II** with one year of actual service as an Associate Court Officer II who files a timely application for a Court Officer vacancy shall be interviewed.

### ARTICLE XIII Leave of Absence

**Section 13.01** A personal leave of absence, with or without pay, may be granted by the immediate manager with the approval of the Departmental Chief Justice or the Chief Justice of the Supreme Judicial Court or the Appeals Court or the Director of Security as applicable and the Chief Justice for Administration and Management for a period not to exceed two months or as extended in accordance with Section 13.09. A leave of absence without pay may be granted for any reasonable purpose including, but not limited to, educational semesters or personal matters, such as extended illness, or to care for or to arrange for care of a family member as defined in Section 13.05, or as specifically authorized elsewhere in this Agreement. Such leave of absence will not be unreasonably

**Section 12.18** The general criteria used to evaluate employees: Applications for promotion shall be published in a suitable informational handbook and made

30 days' advance notice of leave, to the extent advance notice is practicable. The Employer may require certification on a form provided by the Employer from a doctor or other health care provider concerning the serious health condition. Such certification must be provided by the employee to his or her immediate manager within 15 days from the date it is requested. The Employer may also require the employee to obtain a second opinion from a health care provider designated by the Employer and at the Employer's expense. If the two certifications then differ, the Employer and employee shall agree on a third health care provider who will provide a final and binding opinion, at the Employer's expense. The Employer may request an update of the certification at any time after 30 days from the initial certification and every 30 days thereafter. The Employer may require the employee to provide certification of his or her fitness to return to work as a condition of restoration to his or her job.

- E. FMLA Leave for purposes of the birth, adoption or placement of child must be completed within 12 months of the birth, adoption or placement and must be taken all at one time, up to the 12-week maximum.
- F. FMLA Leave for a serious health condition may be taken intermittently or on a reduced time basis only if such a schedule is needed for medical reasons. An employee shall schedule any medical treatment so as to create minimum disruption for the Employer.
- G. The employee may elect, or the Employer may require, the employee to substitute paid vacation, personal leave or paid sick leave as otherwise provided for in this Agreement, as part or all of the 12-week FMLA Leave period.
- H. An employee will be returned to the same or an equivalent position upon return to work after FMLA Leave and will retain the right to receive any benefits for which he or she was eligible as of the date of the leave.
- I. The Employer will continue to pay its portion of group health and life insurance premiums for employees on FMLA Leave. An employee on unpaid FMLA Leave will be required to submit his or her share of group health and life insurance premiums in a manner as provided by the Group Insurance Commission.

**Section 13.02 Childbirth and Maternity Leave** Unpaid maternity leave shall be granted in accordance with the provisions of GL.c. 149, s. 105D. If an employee has earned, accrued sick leave or vacation leave credits at the commencement of her maternity leave, she may use such leave credits for which she is eligible pursuant to the provisions of ARTICLE VII, Vacation and ARTICLE XIII, Section 13.07, as contained herein. An employee shall be presumed to be incapacitated by the birth of a child for a minimum of six weeks following such birth and may, upon request, use her accrued sick leave up to that date without providing specific medical documentation of incapacity.

### **Section 13.02A Leave Under the Family and Medical Leave Act (FMLA leave)**

- A. An employee who has completed twelve months of employment and has worked at least 1250 hours in the previous 12-month period is entitled to 12 weeks of unpaid leave for the following reasons:
  - (1) for the birth of a child or to care for such child;
  - (2) for the placement of a child with the employee for adoption or foster care;
  - (3) to care for a spouse, child, or parent with a serious health condition; or
  - (4) for the employee's own serious health condition.
- B. An employee's entitlement to 12 weeks of FMLA Leave shall be calculated by measuring backward from the date an employee uses any FMLA leave. An employee may only receive 12 weeks of FMLA Leave in any such calculated 12-month period. In the event that the employee has a spouse employed by the Trial Court, the employee and spouse are jointly entitled to a combined total of 12 weeks of FMLA Leave for the birth, adoption or placement of a child or to care for a parent with a serious health condition. Each employed spouse is entitled to 12 weeks of FMLA Leave for his or her own serious health condition.
- C. An employee requesting leave for any of the eligible reasons may have that leave period designated by the Employer as FMLA Leave. The employee need not expressly designate the leave request as FMLA Leave. Both paid and unpaid leaves may be designated by the Employer as FMLA Leave.

### **Section 13.03 Jury Duty (Paid)**

Justice/Department Head/ immediate manager, an employee shall be granted leave for the duration of such service. If the jury adjourns early or the employee is not chosen as one of the jurors, he/she shall come to work.

If jury fees received by the employee amount to more than the employee's regular rate of compensation, he/she may retain such fees and shall turn over the regular rate of compensation, together with a Court certificate of service, to his/her First Justice/Department Head/immediate manager. If jury fees amount to less than the employee's regular rate of compensation, he/she shall turn over said fees with a Court certificate of service to his/her First Justice/Department Head/immediate manager.

Expenses reimbursed by the Court for travel, meals, room hire, etc., for jury or witness duty shall be retained by the person and shall not be considered part of the jury fee.

B. An employee summoned as a witness in Court or before an administrative agency shall be granted Court leave with pay upon filing of the appropriate notice of service with his/her immediate manager, except that this Section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the Federal government or any private employer and who is summoned on a matter arising from that employment.

All fees for Court service except jury fees paid for service rendered during office hours must be paid to the Commonwealth. Any fees paid to an employee for Court service performed during a vacation period may be retained by the employee. The employee shall retain expenses paid for travel, meals, room, etc.

C. No Court leave shall be granted when the employee is the defendant, is engaged in personal litigation or is testifying in non-job related litigation.

#### Section 13.04 Military Leave (Paid or Unpaid)

A full-time employee who leaves to serve in the Armed Forces of the United States shall be entitled to a Military Leave of Absence without pay and shall be entitled to the re employment benefits granted under the Universal Military Training and Service Act, as amended. If the employee does not return to work in the Massachusetts Courts within 90 days after discharge by the military,

Any full time employee of the Massachusetts Courts who is a member of a reserve component of the United States Armed Forces is entitled to a leave of absence without loss of pay and fringe benefit accumulation on all days during which he/she is ordered to training duty, as distinguished from active duty. This leave of absence may not exceed 34 working days in one calendar year.

An employee shall be entitled during the time of his/her service in the Armed Forces of the Commonwealth, under Section 38, 40, 41, 42, or 60 of c. 33 of the General Laws, to receive pay therefor, without loss of his/her ordinary remuneration as an employee.

#### Section 13.05 Bereavement Leave

A. An employee shall be granted a leave of absence with pay to the extent necessary but not in excess of four days upon evidence satisfactory to the immediate manager of the death of:

- (1) a spouse, domestic partner, child, parent, guardian, grandparent, grandchild, brother, sister, step-parent, or stepchild of employee;
- (2) a parent, grandparent, brother or sister of employee's spouse or domestic partner; or
- (3) a person living in the household of the employee.

B. An employee shall be granted a leave of absence with pay of one day as a general day of mourning upon evidence satisfactory to the immediate manager of the death of a spouse of the employee's brother/sister or the death of a spouse of the brother/sister of the employee's spouse.

**Section 13.06 Paid Personal Leave** Employees on the payroll as of January 1st of each calendar year shall receive 3 personal days (22.5 hours). Employees hired after that date receive personal days on a pro-rata basis. Credited paid personal leave days may be taken in the fiscal year in which they are earned and credited, at a time requested by the employee provided such request has the prior approval of the employee's immediate manager. If, under emergency situations, prior approval of the employee's immediate manager is not possible, paid personal leave shall not be unreasonably denied. Any paid personal leave not taken by December 31 in the calendar year it is earned and credited will be forfeited by the employee. Part time employees will be credited on a pro-rata

manager at no expense to the employee.

Failure of the employee to produce such evidence within ten workdays of its request, or to take such physical examination, may result, at the discretion of the First Justice/Department Head/immediate manager, in denial of sick leave for the period of absence.

J. No employee shall be entitled to a leave under the provisions of this Section in excess of the accumulated sick leave credits due such employee.

K. Employees whose service with the Judiciary is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. However, employees who retire under the provisions of M.G.L. c. 32 or who become deceased while they are an employee of the Judiciary shall be paid 20 percent of their earned, unused, accrued sick leave, as of the effective date of their retirement or death at their base salary rate in effect at the time of retirement or death. In the case of a deceased employee, payment will be made to the surviving beneficiary(s) legally designated by the employee under the State's Retirement System, or if there is no such beneficiary, to the estate of the deceased employee. It is understood that any such payment will not change the employee's pension benefit.

L. Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to said leave or absence without pay.

M. The Employer and the Union agree to continue the terms of the Paid Leave Bank.

N. Newly-hired employees, who have accrued, unused sick leave earned in a prior Executive Branch position in State service may carry over such sick leave up to a maximum of 20 days, provided there is no break in State service between the Executive Branch and Judiciary positions.

**Section 13.08 Leave for Political Office** An employee who becomes a candidate for any federal, state, county or municipal elected office, until the election is decided or until he/she ceases to be a candidate, must:

- (1) request a leave of absence without pay; or
- (2) take accrued vacation time; or
- (3) receive prior approval of the Chief Justice for Administration and Management to continue

Requests for a leave of absence shall be made in writing by the employee to his/her immediate manager. If the employee is elected, such leave of absence shall be extended until such time as he/she ceases to hold office.

Requests for approval to continue employment without taking a leave of absence shall be made in writing by the employee to the Chief Justice for Administration and Management and shall set forth in detail the nature of the political office sought and the duties of the position held by the employee in the Trial Court and shall be accompanied by an opinion from the State Ethics Commission and, if applicable, the Advisory Committee on Ethical Opinions for Clerks of the Courts, concerning the existence of any conflict of interest affecting the employee's action. The Chief Justice for Administration and Management will review the request in light of the balancing test set forth in *Williams v. Mason, et al., CA 91-30218-F, United States District Court for the District of Massachusetts.*

**Section 13.09 Extension of Leaves** Employee requests for extension of leaves beyond the time limits as set forth in this ARTICLE require the approval of the Chief Justice for Administration and Management in consultation with the employee's immediate manager and the Chief Justice.

**Section 13.10** Employees who do not return to work upon the expiration of an approved leave shall be considered to have voluntarily resigned.

#### **Section 13.11 Worker's Compensation**

A. Employees absent due to injuries received on the job in the service of the Employer which are compensable under the Worker's Compensation Act (M.G.L. c.152) will receive the following benefits for the first twenty-four months while on such leave:

- (1) earned, accrued sick leave as if the employee were regularly employed;
- (2) creditable service for vacation accrual purposes;
- (3) creditable service for step increase purposes;
- (4) retention of rights to the employee's position.

Such benefits will be extended beyond the first twenty-four months for court officers eligible for assault pay or otherwise injured in the line of

**Section 14.02** Statutory changes to Group Life and Health Insurance Plans under G.L. C. 32A will be implemented on the effective date as set forth in such statutes for employees during the term of this Agreement.

- B. Employees using accumulated sick or vacation leave to supplement Workers' Compensation benefits shall not receive pro-rated sick or vacation leave as provided in **Sections 13.07 or 7.01** in addition to that provided in A, above.
- C. Employees receiving partial disability payments under the Worker's Compensation Act and working less than a full time schedule shall also accrue vacation leave on a pro-rata basis as provided in **Section 12.12** and shall not be subject to the twenty-four month limitation on their rights to retain their position.

#### **Section 13.12 Injured On Duty Claims**

- A. Probation Officers Engaged in Community Supervision: A Probation Officer engaged in Community Supervision duties, as specified in **Section 17.09**, and who is injured in the line of duty and who is eligible to receive Workers' Compensation, shall also be eligible for sick leave to supplement Workers' Compensation benefits in an amount not to exceed 100% of the employee's regular salary, to be paid through a paid leave bank into which the Employer shall make an initial donation of 500 days.
- B. Court Officers and Associate Court Officers injured in the line of duty shall not have to use their accrued sick leave in order to be paid for absences up to five days. Any injury in the line of duty that results in an absence of more than five days shall be governed by the Workers' Compensation Act. Eligibility for such "injured on duty" leave shall be subject to guidelines and procedures to be developed by the Employer, such as required incident reports and adequate medical documentation.

**Section 13.13 Small Necessities Leave Act** Employees are eligible to receive up to 24 hours of unpaid leave to attend to various family obligation under G.L. 149, s52D, commonly referred to as the "Small Necessities Leave Act."

#### **ARTICLE XIV** **Group Insurance**

**Section 14.01** The Commonwealth shall pay the percentage of the monthly premium rate for the Group Life and Health Insurance plans for eligible employees as set by statute and the employees shall pay the remaining percentage.

**Section 14.03 Trust Agreement and Plan** The parties agree to continue the Agreement and Declaration of Trust (Trust) providing for a Dental and Optical Health Plan (Plan) for employees of this bargaining unit. The Trust shall provide for a Board of Trustees to be composed of three representatives appointed by the Employer and three representatives appointed by the Union. The priorities of the Trust shall be to establish first, dental health coverage, and secondly optical health coverage depending on the availability of funds. Said Plan shall be available for all unit employees.

- A. Employer Contribution - Effective July 1, 2004 the Employer shall contribute \$14.00 per week per each full-time employee equivalent in the unit for said employees on the payroll of the Employer on the first calendar day of each month.
- Effective 7/1/05, the Employer contribution of \$14.00 as described above shall be increased to \$15.00 per week.
- Effective 7/1/06, the Employer contribution of \$15.00 as described above shall be increased to \$16.00 per week.
- The contributions by the Employer shall be made to the Trust within 45 calendar days of the end of each calendar month for which payment is due, in accordance with **ARTICLE XXV** herein.
- The aforesaid contribution made by the Employer shall not be used for any purpose other than to provide dental and optical coverage as set forth above and to include all other costs attendant to operating and administering the aforesaid Trust and Plan.

B. Grievance and Arbitration - No dispute regarding the Trust or the Plan or a claim for any benefits provided or not provided shall be the subject of the grievance or arbitration procedure as contained in **ARTICLE V** of this Agreement.

C. Employer's Liability - The Employer shall not be responsible for any liability (expressed or implied) for any issue arising in any manner connected directly or indirectly with the determination of any benefits provided or not provided under the Trust and the Plan. The Employer's sole obligation shall be to seek appropriations to pay the Employer contributions as set forth above.

L. Should the Trust Agreement, we ran or was ~~ARMED AND DANGEROUS~~ in any Court of competent jurisdiction to be in contravention of any statute, regulation or other law, or if the Commonwealth of Massachusetts provides for dental or optical coverage by statute, the Trust Agreement shall be invalid, and the Trust shall be dissolved immediately; all unexpended Employer contributions shall be returned to the Employer and the parties agree to discuss alternative uses, for the benefit of employees, of the Employer contributions made under this ARTICLE.

## ARTICLE XV

### Personnel Records

**Section 15.01 Mandatory Records.** The First Justice/Department Head or designee shall keep personnel records for all employees including attendance, vacation and sick days accumulated and used. Written employee evaluations and letters of commendation will also be kept in employee files. An employee's record other than pre-employment material or any other material that is confidential or privileged shall be made available to the Union upon presentation of written authorization by the appropriate employee.

**Section 15.02 Confidential Personnel Files** Personnel files are confidential files. All employees may have access to or receive copies of any materials that meet the definition of a personnel record as defined in GL. ch. 149. The employee is entitled to see his/her own file at reasonable times, excluding pre-employment material, other material which is confidential or privileged, or concerns a law enforcement investigation. The employee may show his/her file to anyone upon written authorization to his/her immediate manager. The immediate manager will provide the employee with a copy of any material that has been placed in his/her personnel file pertaining to his/her job performance that may result in disciplinary action. The employee shall be given the opportunity to respond in writing to such material, and such response shall be filed in his/her personnel file.

Every employee is entitled to see and reproduce his/her own personnel file as herein described at any reasonable time. The file shall remain in the custody of the immediate manager or his/her designee at all times.

vacation days he/she has used and the number of vacation days he/she has to his/her credit.

## ARTICLE XVI

### Management Rights

**Section 16.01** The listing of specific rights of management in this Agreement is not intended to be, nor shall be, restrictive of, or a waiver of, the rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past. Rights vested exclusively in the Employer include, but are not limited to, establishing standards of service and performance of its employees, including establishment of qualifications for ability to perform work; the supervision of employees and of their work; determining the competency of employees; determining its budget, its mission, and the methods, means and personnel necessary to fulfill that mission, including the contracting out, or the discontinuation of services, positions or programs in whole or in part; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other disciplinary action against its employees for just cause; the relief from duty of its employees because of lack of work or other legitimate reason; determining the hours and days when, and locations where, the Courts will be in operation; establishing rules and regulations to assure orderly and effective work and work schedules; enforcing existing rules and regulations as it deems appropriate; and taking whatever actions may be deemed necessary to carry out its responsibilities in situations of emergency.

**Section 16.02** Pursuant to statutory authority, the Chief Justice for Administration and Management will transfer an individual having the position title of Probation Officer, Probation Officer-in-Charge, Assistant Chief Probation Officer or First Assistant Chief Probation Officer from one department or division of the Trial Court to another consistent with applicable provisions herein and as follows:

3. For purposes of this Section, the term Probation Officer when used herein shall include a Probation Officer-in-Charge, Assistant Chief Probation Officer and First Assistant Chief Probation Officer unless otherwise specified.
2. For purposes of the Section a transfer may be temporary or permanent,

be no change to the transferee's Job Group, step or annual salary.

A. A temporary transfer is for a period of 12 consecutive calendar months or less. A Probation Officer shall be returned to his/her former department or division upon completion of such assignment as determined by the Chief Justice for Administration and Management.

B. A permanent transfer is for period or more than 12 consecutive calendar months as determined by the Chief Justice for Administration and Management.

3. When the Chief Justice for Administration and Management determines that

- (1.) a permanent or temporary transfer is to be made from a particular department or division, and (2.) the length of said transfer, volunteers will be sought from said department or division. A volunteer will be transferred provided the operational needs of the court are satisfied as determined in the sole discretion of the Chief Justice for Administration and Management as follows:

**A. Probation Officer Appointed (Hired) On And After 9/15/87:**

A Probation Officer permanently appointed (hired) pursuant to G.L. c. 276, s. 83 on and after 9/15/87 is subject to an involuntary, temporary or permanent transfer as determined in the sole discretion of the Chief Justice for Administration and Management.

**B. Probation Officers Appointed (Hired) Prior To 9/15/87:**

1. A Probation Officer permanently appointed (hired) pursuant to G.L.c. 276, s. 83 is subject to an involuntary, temporary transfer as determined in the sole discretion of the Chief Justice for Administration and Management.

2. A Probation Officer permanently appointed (hired) pursuant to G.L.c. 276, s.83 will be involuntary, permanently transferred as follows:

- a. When there are two or more volunteers, the Probation Officer with the most seniority shall be transferred.
- b. When there are no volunteers the Probation Officer with the least seniority shall be transferred except that a Probation Officer who is a duly elected shop steward by the Union pursuant to the provisions of Section 8.01 herein, will not be involuntary, permanently or temporarily transferred.

appointed (hired) pursuant to the provisions of GL. c. 276 s. 83. Leaves of absence without pay, absences without pay and all time for which a Probation Officer receives Workers' Compensation payments pursuant to the provisions of G.L. c. 152 shall not count as full-time service in determining a Probation Officer's seniority as described above.

- c. A Probation Officer may be involuntarily, permanently transferred for up to a maximum of 6 consecutive calendar months from the effective date of transfer. The Chief Justice for Administration and Management in his/her sole discretion will determine whether or not the "transferred to" assignment is to be permanent and the length of said transfer.
- d. Upon completion of the assignment (up to a maximum of 36 consecutive calendar months) the Probation Officer will:
  1. be returned to his/her former department or division; or
  2. be given a notice of option of remaining in the assignment permanently or returning to his/her former department or division.

Said notice of option shall be in writing to the Probation Officer form the Commissioner of Probation with the prior approval of the Chief Justice of Administration and Management, 60 calendar days prior to the date the assignment is to terminate or upon the expiration of 36 calendar months whichever occurs first. A Probation Officer who for any reason does not exercise his/her option on a timely basis as described herein shall remain permanently in the "transferred to" assignment and such matter shall not be the subject of arbitration as contained in **ARTICLE V**. A Probation Officer who has exercised his/her option may change said option with the written approval of and in the sole discretion of the Chief Justice for Administration and Management.

- e. The Probation Officer shall execute his/her notice of option in writing to the Commissioner of Probation. Said option must be received by the Commissioner of Probation within 15 calendar days of the date it was issued by the Commissioner of Probation.
- f. The Chief Justice for Administration and Management may involuntarily, permanently transfer another Probation Officer, pursuant to all the terms and condition herein, to replace a Probation Officer who has returned to his/her former department or division.
- g. A Probation Officer who has once been involuntarily, permanently transferred shall not be involuntarily, permanently transferred again until all other Probation Officers in his/her department (local

For the purpose of this Section seniority is the length of continuous full-time

- have been involuntarily, permanently transferred.
4. The position title and annual salary rate of a First Assistant Chief Probation Officer or an Assistant Chief Probation Officer designated pursuant to GL. c. 276 s. 83 shall not change based solely on the "transfer out" of other Probation Officers resulting in the number of Probation Officer positions, in his/her department/division, to fall below the number of positions authorized by GL. c. 276 s. 83.
5. The following provisions apply to a Probation Officer temporarily transferred as per paragraph 2. A. above:
- A. A Probation Officer shall not be involuntarily transferred to another geographic location which is in excess of 30 miles one-way from the Probation Officer's residence or the distance from said residence to the Probation Officer's present work location whichever is greater, as measured by automobile traveling the most direct route.
- B. A Probation Officer assigned temporarily to work at a location other than their regularly assigned work location will be reimbursed at the mileage reimbursement rate in effect per Section 12.03 herein when using their personal vehicle to commute to and from the temporary work location as follows:
1. Reimbursement shall be for the distance in excess of the round trip mileage from home to the temporary work location over the round trip mileage from home to regular work location.

#### FOR EXAMPLE:

20 miles round trip home to temporary work location  
12 miles round trip home to regular work location  
 8 miles reimbursed

- C. The First Justice/Department Head at the "transferred to" location will be responsible for exercising full managerial authority over a Probation Officer during the term of temporary transfer; and will make arrangements as needed so that said Probation Officer receives his/her payroll check on a timely basis.
- D. A Probation Officer is relieved of all duties and responsibilities, including his/her assigned caseload at the Court location where he/she is permanently assigned during the term of a temporary transfer.
- E. The number of positions authorized by GL. c. 276 s. 83 at the "trans-

Probation Officer and First Assistant Probation Officer shall not change as a result of a temporary transfer of a Probation Officer.

**Section 16.02A** Those Probation Officers who have completed three or more consecutive years of full-time employment in the Judiciary in the position of Probation Officer (the same standard as contained in Section 16.03) may, in January of each year, beginning with January 2006, request transfer to ten courts selected by the Commissioner of Probation using the Court Staffing Model. Such requests shall be given fair consideration, however, the denial of a request shall not be subject to the arbitration provisions of this collective bargaining agreement. Any Probation Officer so transferred shall not apply for another transfer until the expiration of three years from the date of transfer.

**Section 16.03 Advertised (Posted) Positions** When the Employer determines that a vacant full-time position for a Probation Officer excluding the positions of Assistant Chief Probation Officer and First Assistant Chief Probation Officer is not to be filled by a transfer as described in Section 16.02 above and that such position is advertised to the general marketplace, a presently employed Probation Officer will receive consideration for such position as set forth below. For the purpose of this Section, a Probation Officer who is on any type of leave of absence without pay shall not be considered as a presently employed Probation Officer.

A permanently appointed Probation Officer who has completed three or more consecutive years of full-time employment in the Judiciary in the position of Probation Officer and who makes proper application for a permanent Probation Officer vacancy will be interviewed and considered in the final round of the selection process for said position. There is no restriction as to the number of individuals to be considered in the final round of the selection process. Management shall not be required to notify any Probation Officer that a position is vacant or is in the process of being filled including Probation Officers who are absent from work, for any reason, with or without pay; however, a Probation Officer who submits a timely application as required shall, at a minimum be interviewed for the position. In the event that qualifications such as training, skill, ability and other relevant qualities and requirements among the final candidates for the appointment are considered equal by the Employer, Seniority as defined in ARTICLE XX shall be used as a tie breaker in select-

many hours counts as hours worked. Such rest periods shall not be used to  
t other time which counts as hours worked.

## ARTICLE XVII Hours and Conditions of Employment

**Section 17.01 Statement of Principle.** The Union and the Employer recognize that the principles of justice cannot be defined in terms of hours, days or weeks and that the orderly administration of justice may require that employees of the Judiciary are to work at times that are irregular and do not fall within the definition of regular workday or workweek.

**Section 17.02** The regular workweek of full-time employees is 37 ½ hours, excluding meal periods, normally consisting of five days of 7 ½ hours per day occurring between the hours of 8 a.m. and 5 p.m., depending upon Court hours and the needs of a particular Court/department, as determined by the Employer. For purposes of this ARTICLE, Court hours are defined as those hours when Court is in session, as determined by the Justices or the Chief Justice in a particular Court or a Department Head. Nothing in this ARTICLE is intended to limit the authority of the Chief Justice/Department Head in determining Court hours, and employees shall work the hours needed or required by the operational needs of a particular Court.

**Section 17.03** An employee who is subject to the overtime provisions of the Fair Labor Standards Act, as amended (FLSA), will receive compensatory time off in lieu of pay for overtime worked after April 15, 1986 as follows:

- A. At the straight time rate (hour-for-hour) for hours actually worked or paid (including paid leaves of absence) in excess of 37 ½ hours in a workweek.
- B. At a rate of time and one half for hours actually worked or paid (including paid leaves of absence) in excess of 40 hours per workweek.

Overtime hours are all hours actually worked in excess of the number of hours in an employee's regularly scheduled workweek as established by the First Justice/Department Head/immediate manager. An employee shall not work overtime unless such overtime is authorized by the First Justice/Department Head/immediate manager prior to the overtime being worked. Employee time which is free from duty during such periods of time for lunch, travel to and from work, unpaid leaves of absence and other periods when the employee is free from duty are not considered as hours worked. An authorized rest period (cof-

mployee must have the approval of the First Justice/Department /immediate manager prior to compensatory time off being taken. An employee will request of his/her First Justice/Department Head/immediate time off for earned, accumulated compensatory time. An employee is permitted to use such time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt operations of court. If the time off as requested by the employee cannot be approved by first Justice/Department Head/immediate manager, or if the employee does request time off, the immediate manager will designate the dates when such is to be taken off by the employee. The First Justice/Department /immediate manager shall see that an employee takes compensatory time off prior to accumulating 75 hours of compensatory time, or (2.) within 12 months as of when the compensatory time was earned whichever occurs first.

"First Justice/Department Head/immediate manager is responsible to see that overtime is distributed as equitably as practicable consistent with the work done within a particular Court/department. However, in no event will the Justice/Department Head/immediate manager authorize overtime work for employee who has accumulated 75 hours of compensatory time as a result of overtime worked after April 15, 1986.

Compensatory time may be used in 2-hour increments at the beginning or end of workday with the approval of the First Justice/Department Head/immediate manager or may be taken in 4-hour increments.

First Justice/Department Head/immediate manager shall not authorize an employee to receive pay in lieu of compensatory time off unless:  
Such overtime is authorized in writing by the Chief Justice for Administration and Management or designee prior to the overtime being worked. To obtain such authorization, the First Justice/Department Head/immediate manager will submit a timely written request to the Chief Justice for Administration and Management or designee which will include the employee's name, reason overtime is required, dates overtime is to be worked, dollar cost of overtime and the funded budget account number to be charged. Overtime pay in lieu of

compensatory time off shall not be authorized unless funds have been appropriated in the department's budget and are available for expenditure.

2. When an employee's employment with The Trial Court is terminated, accrued, unused compensatory time will be paid at a rate of compensation of not less than:
  - a. the average regular rate received by such employee during the last three years of the employee's employment; or
  - b. the final regular rate received by such employee, whichever is higher.

The First Justice/Department Head/immediate manager is responsible for the maintenance of records necessary to administer the provisions of this ARTICLE and the FLSA.

1. Their employees with compensatory time earned and accrued prior to April 15, 1986 take all such compensatory time off prior to termination of employment, including retirement.
2. Separate records are kept on each employee for overtime/accrued compensatory time prior to April 15, 1986 and overtime/accrued compensatory time after April 15, 1986.

- C. Probation Officer stand-by pay in the Juvenile Court. The parties have agreed, consistent with the letter of understanding dated September 24, 1999, that pagers shall be fairly and equitable assigned by the Chief Probation Officers in the various Divisions of the Juvenile Court Department as follows:

In each Division that is assigning pagers, the Trial Court shall establish a pool of Probation Officers for the purpose of providing pager coverage after regularly scheduled work hours. The pager coverage shall be rotated through the pool such that Probation Officers shall provide the necessary telephone coverage for the entire Division for a one week period of time, for which the Officers shall receive four (4) hours of compensatory time to be taken in accordance with the provisions of Article XII, Section 17.03 of the parties collective bargaining Agreement. The number of pagers that shall be assigned by the Chief Probation Officer for each one week period will be based upon the geographical area, the caseload and the staffing for a particular Juvenile Court. However, volunteers

will be distributed by the Office of the Commissioner of Probation.

**Section 17.04** No employee of the Massachusetts Courts who is a candidate, or is working for someone who is a candidate for political office, may campaign during his/her working hours, nor may he/she in any manner use his/her staff during working hours or use his/her office supplies to contribute to his/her or any other person's campaign for election. Refer to ARTICLE XIII, Section 13.08, for leave of absence provision for employees seeking political office.

**Section 17.05** Much of the work of the Massachusetts Courts is confidential information and must remain unknown to all those who have no legitimate use for the information and no need to know it. All requests from persons not employed by the Court for confidential information shall be referred to the First Justice/Department Head/immediate manager for a determination as to release. It is important that all employees remember the inherently confidential nature of much of the knowledge accumulated here and insure that none of it is communicated to anyone outside of their respective offices.

**Section 17.06** No employee shall engage in any other employment during the hours he/she is scheduled to work for the Massachusetts Courts. No employee may engage in any other employment which:

- A. in any manner interferes with the proper and effective performance of the duties of his/her position; or
- B. results in a conflict of interest; or
- C. is reasonable to anticipate may subject the Massachusetts Courts to public criticism or embarrassment.

If the First Justice/Department Head/immediate manager determines that the outside employment is inconsistent with these criteria, such outside employment shall be terminated upon notification in writing by the First Justice/Department Head/immediate manager to the employee.

**Section 17.07** It is agreed to refer the subject concerning the protection of employees against liability arising out of their employment to the Employee Relations Committee, as set forth in ARTICLE XIX of this Agreement.

A. Purpose: In recognition of the Trial Court's need to provide services outside of an 8 to 5 workday, and the needs of employees to balance the demands of family, work, and professional development in the probation service, both parties agree to develop and promote alternative work schedules, including but not limited to job sharing, part-time assignments and flex-time arrangements.

B. Eligibility: A Probation Officer, Assistant Chief Probation Officer and First Assistant Chief Probation Officer, permanently appointed pursuant to the provisions of GL. c.276, Section 83, who has been employed for five consecutive calendar years shall be eligible to participate in voluntary alternative work schedule arrangements described in this ARTICLE C.E.

### C. Voluntary Alternative Work Schedule Arrangements

1. Job Sharing  
Continue the existing language of the Policies and Procedures Manual.
2. Part-Time Schedule/Flexible Work Hours

(a) An eligible employee may request a temporary reduction in work hours for up to 12 months with a proportional reduction in salary and benefits except as otherwise listed in this Agreement or may request a work schedule outside of the usual and customary hours of court for up to 12 months.

(b) The request must be made in writing to the employee's First Justice and Chief Probation Officer and must specify the following:

- (1) The reason for the request;
- (2) The length of time up to 12 months for which the employee is requesting the part-time or flexible work hours schedule;
- (3) The number of hours and proposed weekly work schedule, including requested starting and ending times.
- (c) The request will be reviewed by the First Justice and Chief Probation Officer who shall submit a joint recommendation to the Commissioner of Probation. A joint recommendation approving the request must specify that the operational needs of the court will not be adversely affected.
- (d) The joint recommendation will be reviewed by the Commissioner of Probation who will recommend approval or dis-

(e) Requests for an extension of the part-time or flexible work hours schedule must be submitted in writing by the employee to the First Justice and Chief Probation Officer at least 90 days prior to the expiration of the approved time period. The First Justice and Chief Probation Officer will submit their joint recommendation on the extension to the Commissioner of Probation, who will recommend approval or disapproval, with reasons specific to the request, to the Chief Justice for Administration and Management. An employee whose request for an extension of the part-time or flexible work schedule is denied will be given at least 60 days' notice of the decision that he or she must return to a full-time schedule.

- (f) The decision of the Chief Justice for Administration and Management to disapprove a request or extension of a request will not be unreasonably denied. A grievance concerning the disapproval of a request or extension of a request shall be presented at Step 3 of the grievance procedure, but shall not be subject to arbitration.
- (g) An employee who fails to return to a regular full-time schedule as required will be deemed to have voluntarily resigned from his or her position.
- (h) The Chief Justice for Administration and Management may terminate the part-time schedule or flexible work hours schedule without prior notice if the employee is under a corrective or disciplinary action or if the operational needs of the court cannot be met without the presence of the employee on a full-time, regular hours basis.

- (i) The Chief Justice for Administration and Management, upon the joint recommendation of the First Justice and Chief Probation Officer, and the approval of the Commissioner of Probation, may terminate a flexible work hours schedule with 60 days notice to the employee if the circumstances warranting approval of the flexible hours schedule no longer exist.

**Section 17.09 Community Supervision by Probation Officers** The parties agree to implement the Community Supervision Initiative as follows:

1. Community supervision duties shall include supervising offenders/litigants within the community and at community corrections centers,

developing and conducting programs for rehabilitation in accordance with established standards, referring offenders/litigants to social agencies to assist in rehabilitation, admitting offenders to the electronic monitoring program and administering the monitoring devices, and administering substance abuse tests in accordance with Trial Court Substance Abuse Testing Protocols. Such duties may be performed during regular work hours or during after-hours. Substance abuse testing shall be done in accordance with the Substance Abuse Protocol agreed to by the parties. The preferred location for substance abuse testing shall be Community Corrections Centers where locations are available. Substance abuse testing shall be performed by those employees who, as a condition of their hiring, were required to perform community supervision work. In the event that there are insufficient numbers of such employees or volunteers, involuntary assignment to administer substance abuse tests shall be made on the basis of inverse seniority.

2. The parties mutually agree that voluntary participation is the preferred method of performing community supervision duties outside regular work hours. Where there are insufficient volunteers to cover regularly-scheduled community supervision duties before or after regularly-scheduled work hours, Probation Officers may be involuntarily assigned to perform such duties not more than one overtime shift (which shall not exceed four hours) per week. No employee shall be required to work an overtime shift on a Saturday more than once a month. Such involuntary assignments shall be made by rotation from a list created in inverse seniority from among those not already scheduled for duties. Except for emergency situations, overtime community supervision work shall be scheduled in advance and on a monthly basis.
3. Probation Officers who perform community supervision duties before or after regularly scheduled work hours shall receive compensatory time as specified in Section 17.03 or shall work an alternate schedule the terms of which shall be arranged with due consideration of the family and other personal demands of the employee. Flextime shall be assigned only with the consent of the employee. The involuntary assignment of compensatory time shall be made on a fair and equitable basis. Such hours, unless otherwise agreed to by the employee and supervisor, shall be extended from the usual workday. Probation Officers who perform community supervision duties on Saturday shall receive time and one-half hours for hours worked on Saturday. Unless

otherwise agreed by the employee and immediate manager, Saturday assignments shall be scheduled between 8:30 a.m. - 4:30 p.m.

4. Workers' Compensation/Employee Liability: after-hours programs and community supervision are subject to the Workers' Compensation Act, and employees' participation in such programs is covered by ARTICLE XII, Section 12.07 of the Agreement and Chapter 512 of the Acts of 1978.

5. Physical safety and emotional health issues involved in community supervision shall be addressed through joint labor-management committee discussions as necessary.
6. Travel for after-hours programs and community supervision shall be compensated pursuant to ARTICLE XII.

## ARTICLE XVIII

### Saying Clause

**Section 18.01** In the event that any ARTICLE, Section or portion of this Agreement is found to be invalid or shall have the effect of loss to the Commonwealth of funds made available through federal law, rule or regulation, then such specific ARTICLE, Section or portion shall be amended to the extent necessary to conform with such law, rule or regulation; provided, the remainder of this Agreement shall continue in full force and effect and that no Agreement, understanding, alteration or variation of the Agreement, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

## ARTICLE XIX

### Employee Relations Committees

**Section 19.01** It is agreed, that in order to provide a means for the pursuance of those objectives described in the Preamble and to promote a climate of harmony and mutual responsibility, there shall be an Employee Relations Committee consisting of up to three individuals designated from employees represented by the Union and up to three individuals designated on behalf of the Employer.

**Section 19.02** Said Committee shall meet no less than quarterly and shall discuss the application of the Agreement, the improvement of the parties' relationship, efficiency and increased productivity, and the feasibility of achieving a system and methodology of professional career development to include, but not

## ARTICLE XX

### Seniority

**Section 20.01** The Employer recognizes the principle of seniority for employees covered by this Agreement so that when qualifications, such as training, skill, ability and other relevant qualities are considered equal by the Employer, the Employer shall give preference in cases of transfer, layoff, shift assignments, reassessments, promotion and overtime to employees with the longest service. Job postings shall contain specific requirements which are relevant to a specific job opportunity.

The term Seniority as used in this ARTICLE shall not apply to temporary transfers made pursuant to the provisions of G.L. c. 211B, s. 9. In such cases, the Employer will maintain and use a list of employees on a rotating basis in making such temporary transfers.

In the event that the current central appropriation account structure changes during the term of the agreement, the parties agree to open negotiations in order to protect the principle that layoffs be driven by seniority.

Section 2002

- A. Seniority for First Assistant Chief Probation Officers, Assistant Chief Probation Officers, Probation Officers and Associate Probation Officers: For purposes of this ARTICLE, Seniority shall be defined as the length of continuous regular full-time employment in the Judiciary.

B. Seniority for Assistant Chief Court Officers and Court Officers (referred to as "Court Officers"): For purposes of this ARTICLE, Seniority for Court Officers shall be determined as follows:

  1. All Court Officers employed as Court Officers as of March 4, 1999, seniority shall continue to be defined as length of continuous regular full-time employment in the Judiciary;

**Section 20.03** The seniority and employment rights of an employee shall be terminated if the employee (1) quits, (2) is discharged for cause, or (3) is laid off for a continuous period of 12 calendar months. A laid off employee retaining seniority and employment rights during the 12 calendar-month period described herein shall lose such rights if they refuse an offer for a position comparable to that which they held at the time of layoff. An employee who is transferred out of the collective bargaining unit shall retain, but not accumulate

ARTICLE XXI

No Strikes

**Section 21.01** Neither the Union nor any employee shall engage in, induc-

ing of services by employees.

**Section 24.04** The employer agree to provide gloves to new Associate Court Officer hires.

**Section 21.02** The Union shall exert its best efforts to prevent any violation of Section 21.01 of this ARTICLE and, if such action does occur, to exert its best efforts to terminate it.

**ARTICLE XXII**  
**Contracting Out**

**Section 22.01** The Employer reserves the right to contract with any agency or organization for any goods or services it deems necessary. The determination, when contracting out is necessary, shall be made solely be the Employer. When work contracted out results directly in the layoff of employees, the Employer will contact the Union and discuss the availability of similar positions for laid off employees.

**ARTICLE XXIII**  
**Break in Service**

**Section 23.01** Employees who leave the Judicial service in good standing are entitled to benefits earned prior to termination if they are rehired within five years of the time period when they were on the Court payroll.

**ARTICLE XXIV**  
**Uniforms**

**Section 24.01** Court Officers and Associate Court Officers required to wear uniforms as a condition of employment shall wear such uniforms during working hours. Uniforms shall be prescribed and approved by the Chief Justice for Administration and Management.

**Section 24.02** Uniforms shall be provided by, and at the expense of, the judiciary.

**Section 24.03** No later than the first pay period in February of each calendar year, the Trial Court will give each Court Officer and Associate Court Officer a \$300 annual payment to purchase items necessary to maintain the uniform prescribed by the Trial Court. Each officer will sign a letter of intent indicating that he money will be spent only on uniform items and acknowledge their responsibility to maintain the uniform and to present a professional appearance.

**ARTICLE XXXV**  
**Appropriation of Funds**

**Section 25.01** The cost items contained in this Agreement shall not become effective until the appropriations necessary to fully fund such items are enacted as set forth in G.L. Chapter 150E.

**ARTICLE XXVI**  
**Entire Agreement**

**Section 26.01** This Agreement, upon ratification, constitutes the complete and entire Agreement between the parties' and concludes collective bargaining for its term. No amendment to this Agreement shall be effective unless in writing, and executed by the parties.

**Section 26.02** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

- any subjects or matters referred to or covered in this Agreement, or
- any subject or matters not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Section 26.03** The provisions of this ARTICLE may be waived by written mutual agreement of the parties.

**ARTICLE XXVII**  
**Per Diem Court Officers**

**Section 27.01** A Per Diem Court Officer is a temporary employee hired on a

**Section 27.04** Years of service for the purpose of computing prorated earned benefits under the applicable terms of this Agreement shall be the sum total of consecutive fiscal years in which a Per Diem Court Officer actually works 1,200 hours or more as set forth in this ARTICLE.

- Section 27.02** A Per Diem Court Officer who is scheduled to work a minimum of 1,200 hours or more in a fiscal year at the beginning of the fiscal year is eligible to earn benefits on a prorated basis pursuant to the provisions of ARTICLES VI, VII, XIII, Sections 13.05, 13.06, and 13.07 as follows:
- A. Benefits will be calculated in proportion that the total number of hours actually worked in a month bears on the total number of full-time work hours available in that month.
  - B. Said benefits will be credited at the end of each calendar month. For purposes of this Section, hours actually worked will include all authorized and approved absences with pay for the hours an employee was scheduled to work.
  - C. All absences which are not authorized and approved for hours that were scheduled to be worked and all time for which an employee receives Workers' Compensation payments pursuant to the provisions of G.L.c. 152 shall not count as hours actually worked.
  - D. An employee who is not scheduled to work a minimum of 1,200 hours in a fiscal year is not eligible to earn benefits as set forth above. However, if such an employee does actually work 1,200 or more hours in a fiscal year, he/she will be credited with the applicable proportionate benefits earned as described above on completing 1,200 hours of work in said fiscal year.
  - E. An employee who is scheduled to work 1,200 hours or more in a fiscal year but actually works less than 1,200 hours shall be debited for all benefits credited to him/her in said fiscal year or repay to the Commonwealth the value of said benefits.
  - F. Hours actually worked in one fiscal year cannot be carried over to another fiscal year for the purpose of determining eligibility to earn benefits as set forth in this Section.

**Section 27.03** Holiday pay under ARTICLE VI shall be granted only if the Per Diem Court Officer is scheduled to work 37½ hours in the week during which one of the holidays or alternate holidays falls.

**Section 27.05** Per Diem Officers well be paid at the daily rate in effect as per the following Schedule:

Effective Date	Entry Level Daily Rate	Regular Daily Rate
July 1, 2004	\$135.51	\$151.40
July 1, 2005	\$139.58	\$156.00
July 1, 2006	\$143.76	\$160.60

- A newly hired Per Diem Court Officer will be paid as follows:
- A. the entry level daily rate during his/her initial 12 months of employment;
  - B. the regular daily rate at the beginning of the month next following the month in which he/she completes 12 months of employment.

**Section 27.06** Per Diem Court Officers who have actually worked 1,200 hours or more in three or more consecutive fiscal years will be given preference for appointment as regular full-time Court Officers as such openings occur. Per Diem Court Officers who make proper application for advertised permanent Court Officer vacancies will be interviewed and considered in the final round of selection process for any permanent Court Officer openings. There is no restriction as to the number of per Diem Court Officers and other applicants to be considered in the final round of the selection process. Per Diem Court Officers who submit timely applications as required shall, at a minimum, be interviewed for the position. In the event that qualifications such as training, skill, ability and other relevant qualities, among the final candidates for the appointment are considered equal by the Employer, or appointing authority, seniority shall be used as a tie-breaker in selecting the final candidate for appointment. Said preference shall be applied in accordance with ARTICLE XIX, Seniority, as contained in the Agreement except that Section 19.02 shall not apply. Section 27.04 above shall be used to determine seniority.

## ARTICLE XXVIII

bargaining agreement is submitted by the Employer and is funded by the Legislature and in the event such agreement contains provisions for salary increases which are greater than the percentage salary increases contained in ARTICLE X of this Agreement, the parties agree to re-open that provision of this Agreement for further bargaining.

**Section 28.01** The Employer agrees to provide a safe, clean, wholesome surrounding in all places of employment, subject to available funding. The Employer agrees to comply with all applicable state and federal laws and regulations concerning a safe working environment.

**Section 28.02** Managers shall at all times be concerned with the safety and health of employees under their supervision. When an employee reports a safety concern in writing, to his/her immediate manager, the immediate manager will make a reasonable effort to correct an unsafe condition. If it is not within the immediate manager's authority to correct an unsafe condition, he/she shall report the matter, with recommendations, in writing, to his/her manager for further action.

**Section 28.03** The parties agree to refer the subject of safety and health to the Employee Relations Committee as established in ARTICLE XIX herein.

**Section 28.04** The Employer agrees to request funding to implement a program of Hepatitis B inoculations, HIV testing and TB testing for members of the bargaining unit.

**Section 28.05** Grievances involving the interpretation of the provisions of this ARTICLE may be processed through Step 3 of the grievance procedure as set forth in ARTICLE V, but shall not be subject to arbitration (Step 4).

## ARTICLE XXXIX

### Duration

**Section 29.01** This Agreement shall be for the three year period from July 1, 2004 to June 30, 2007, and terms and conditions herein shall become effective on July 1, 2004, unless otherwise specified in this Agreement. Should a successor Agreement not be executed by June 30, 2007, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations is reached. The parties agree to begin negotiations for a successor agreement upon written demand by either party at any time on or after July 1, 2006.

## ARTICLE XXX

### Reopener

**APPENDIX A**

The Employer:

*Paul J. Banks, Master 12/12*

The Union:

*Lori S. Gray*

Level	Effective 07/01/04						W/DIF PO II
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
1A	\$31,122	\$32,536	\$33,951	\$35,365	\$36,779	\$38,195	\$39,609 n/a n/a
1B	\$43,505	\$45,481	n/a	n/a	n/a	n/a	n/a n/a
1	\$47,458	\$49,435	\$51,413	\$53,392	\$55,371	\$57,347	\$59,327 \$61,306 \$63,306
2	\$54,710	\$56,904	\$58,101	\$61,297	\$63,489	\$65,686	\$67,884 \$70,082 n/a
3	\$60,514	\$62,919	\$65,329	\$67,737	\$70,145	\$72,552	\$74,960 \$77,367 n/a

  

Level	Effective 07/01/05						W/DIF PO II
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
1A	\$32,056	\$33,512	\$34,970	\$36,426	\$37,882	\$39,341	\$40,797 n/a n/a
1B	\$44,810	\$46,846	n/a	n/a	n/a	n/a	n/a n/a
1	\$48,882	\$50,918	\$52,956	\$54,993	\$57,032	\$59,068	\$61,107 \$63,146 \$65,146
2	\$56,351	\$58,611	\$60,874	\$63,135	\$65,394	\$67,657	\$69,921 \$72,186 n/a
3	\$62,330	\$64,807	\$67,289	\$69,769	\$72,249	\$74,729	\$77,209 \$79,688 n/a

  

Level	Effective 07/01/06						W/DIF PO II
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
1A	\$33,017	\$34,517	\$36,019	\$37,519	\$39,019	\$40,521	\$42,021 n/a n/a
1B	\$46,155	\$48,251	n/a	n/a	n/a	n/a	n/a n/a
1	\$50,348	\$52,446	\$54,545	\$56,643	\$58,743	\$60,840	\$62,940 \$65,040 \$67,040
2	\$58,041	\$60,369	\$62,700	\$65,029	\$67,356	\$69,686	\$72,018 \$74,350 n/a
3	\$64,199	\$66,751	\$69,307	\$71,862	\$74,416	\$76,971	\$79,525 \$82,079 n/a

Level 1A is for Associate Probation Officers.

Level 1B is for New Probation Officers hired after July 1, 2000.

After 2 years (24 months) of creditable service, they will advance to level 1, step 1.

Level 1 is for Probation Officers.

Level 2 is for Assistant Chief Probation Officers, Probation Officers in Charge and Day Reporting Center Probation Officers.

Level 3 is for First Assistant Chief Probation Officers.

## APPENDIX B

### Salary Schedule for Court Officers

Effective 07/01/2004									
Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
NH	\$39,367	\$41,172	n/a	n/a	n/a	n/a	n/a	n/a	\$26,070.87
1	\$42,978	\$44,783	\$46,739	\$48,826	\$50,855	\$53,183	\$55,400	\$57,697	\$27,255.70
1A	n/a	n/a	n/a	n/a	n/a	\$55,375	\$57,697	\$59,036	n/a
2	\$47,957	\$50,137	\$52,316	\$54,496	\$56,676	\$58,856	\$61,035	\$63,223.04	\$29,625.76
Effective 07/01/2005									
Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
NH	\$40,548	\$42,407	n/a	n/a	n/a	n/a	n/a	n/a	\$26,852.79
1	\$44,267	\$46,126	\$48,141	\$50,290	\$52,484	\$54,778	\$57,062	\$59,346	\$28,073.38
1A	n/a	n/a	n/a	n/a	n/a	\$59,328	\$60,807	\$62,386	n/a
2	\$49,396	\$51,841	\$53,885	\$56,131	\$58,376	\$60,622	\$62,866	\$65,246	\$30,113.36
Effective 07/01/2006									
Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
NH	\$41,764	\$43,680	n/a	n/a	n/a	n/a	n/a	n/a	\$27,658.37
1	\$45,595	\$47,510	\$49,585	\$51,799	\$54,058	\$56,421	\$58,774	\$61,211	n/a
1A	n/a	n/a	n/a	n/a	n/a	\$58,747	\$62,531	\$64,752	n/a
2	\$50,877	\$53,190	\$55,502	\$57,815	\$60,128	\$62,441	\$64,752	\$67,077	\$31,016.76

H is for new Court Officers hired after July 1, 2000.  
After 2 years (24 months) of creditable service, they will advance to level 1, step 1.

level 1 is for Court Officer I's.  
level 1A is for Court Officer II's.  
level 2 is for Assistant Chief Court Officers and Court Officers In Charge.

### Salary Schedule for Associate Court Officers

Effective 7/1/2004									
Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
NH	\$39,367	\$41,172	n/a	n/a	n/a	n/a	n/a	n/a	\$26,070.87
1	\$42,978	\$44,783	\$46,739	\$48,826	\$50,855	\$53,183	\$55,400	\$57,697	\$27,255.70
1A	n/a	n/a	n/a	n/a	n/a	\$55,375	\$57,697	\$59,036	n/a
2	\$47,957	\$50,137	\$52,316	\$54,496	\$56,676	\$58,856	\$61,035	\$63,223.04	\$29,625.76
Effective 7/1/2005									
Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
NH	\$40,548	\$42,407	n/a	n/a	n/a	n/a	n/a	n/a	\$26,852.79
1	\$44,267	\$46,126	\$48,141	\$50,290	\$52,484	\$54,778	\$57,062	\$59,346	\$28,073.38
1A	n/a	n/a	n/a	n/a	n/a	\$59,328	\$60,807	\$62,386	n/a
2	\$49,396	\$51,841	\$53,885	\$56,131	\$58,376	\$60,622	\$62,866	\$65,246	\$30,113.36
Effective 7/1/2006									
Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
NH	\$41,764	\$43,680	n/a	n/a	n/a	n/a	n/a	n/a	\$27,658.37
1	\$45,595	\$47,510	\$49,585	\$51,799	\$54,058	\$56,421	\$58,774	\$61,211	n/a
1A	n/a	n/a	n/a	n/a	n/a	\$58,747	\$62,531	\$64,752	n/a
2	\$50,877	\$53,190	\$55,502	\$57,815	\$60,128	\$62,441	\$64,752	\$67,077	\$31,016.76

H is for new Court Officers hired after July 1, 2000.  
After 2 years (24 months) of creditable service, they will advance to level 1, step 1.

level 1 is for Court Officer I's.  
level 1A is for Court Officer II's.  
level 2 is for Assistant Chief Court Officers and Court Officers In Charge.

## **PROBATION OFFICER II**

The position of PO II is a reclassification recommended by the Commissioner of Probation with the approval of the Chief Justice for Administration and Management. Such reclassification shall be effective as of the dates listed in the Compensation section below. Said position will be reviewed yearly for compliance with the duties below and will be renewed on the recommendation of the Chief Probation Officer and with the approval of the Commissioner of Probation.

### **Qualifications**

- Completion of 15 years experience as probation officer.
- must perform community supervision duties;
- satisfactory completion of forty (40) hours or training, in a related field, during the past three (3) years;
- must possess thorough knowledge or probation/court practice and the role of the Community Corrections Centers;
- must complete one specially designed OCP Training Program each year.

### **Duties**

- Utilize and further shape his/her leadership skills;
- share his/her knowledge of the profession and prior experience with fellow probation officers;
- familiarize him/herself with the demands of a supervisory position, while not actually serving in such a capacity;
- serve in a capacity of coordinator, mentor and role model to fellow probation officers;
- coordinate/communicate with, and assist, the Chief Probation Officer of Assistant Chief Probation Officer as requested;
- assist in the orientation and training of new probation officers;
- attend seminars and in-service training programs, or other educational/professional courses which may aid in the development and maintain the knowledge of the position;

### **Compensation**

There shall be an annual differential as compensation for PO II duties added to the bi-weekly salary as follows:

\$2000 for year 1, payments commencing July 2004  
\$2000 for year 2, payments commencing July 2005  
\$2000 for year 3, payments commencing July 2006

### **Appeal**

Consistent with an arbitration award, the denial of a request for reclassification to the title of PO II, or a demotion for failure to satisfy the requirements, will not be subject to the grievance/arbitration provisions of the agreement. All Disputes concerning PO II reclassification or renewal shall continue to be referred to the Human Resources Department for review and recommendation to the Chief Justice for Administration and Management.